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OXC-3092
Copy 2 of 3
26 February 1962


MEMORANDUM FOR: Comptroller, DPD

SUBJECT : Close-out and Final Payment of Contract No. CC-28441
with Information Fidelity Incorporated, Las Vegas,
Nevada


1. In regard to close-out and final payment of subject contract,
the following documents are transmitted herewith:

- a. Amendment No. 3 to Contract No. CC-28441, OXC-2969, copy 3,
dated 19 January 1962.
- b. Copy 6 of Memorandum For: DD/P, OXC-2802, dated 19 Jan. 1962,
Subj: Approval of Final Settlement Agreement under Contract
No. CC-28441, Amendment No. 3, with Information Fidelity
Incorporated.
- c. Report of Final Audit, DPD-1146-62, copy 2, dated 20 Feb. 1962.
- d. Contractor's final invoice in the amount of \$19,417.86 and
related receiving information.

2. It is requested that final payment be effected and the contract
closed out. It is further requested that when final payment is made the
undersigned be notified by memorandum so that our records may be adjusted
accordingly.


Contracting Officer, DPD

Attachments: a/s

DDP-DPD-CS  lmw (2-26-62)
Orig - FIN/DPD W/atts.
2 - CS/DPD CC-28441 Cont. Sec.
3 - RI/DPD Chrono

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OXC-2969

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Contract No. CC-28441

Amendment No. 3

19 JAN 1962

Information Fidelity Incorporated
Las Vegas, Nevada

Attention: Mr. Herbert I. Miller

Subject : Final Settlement and Release
Under Contract No. CC-28441

Gentlemen:

1. This document constitutes Amendment No. 3 to Contract No. CC-28441 between Information Fidelity Incorporated and the United States Government.

WHEREAS, additional work was authorized hereunder by bilaterally executed letter from the Contracting Officer, dated 6 September 1961 (DPD-5453-61), subject "Expanded AR Research Program, including Technical Supervision and Operation of Government-owned INS AR Model Range Facilities", which letter increased the estimated contract cost by \$168,324.00, and the fixed fee by \$9,451.00, and obligated an additional \$150,000.00 hereunder, thus effecting a

Total Estimated Cost of	\$471,880
Total Fixed Fee	<u>33,720</u>
Total Contract Amount	\$505,600
Total Funding Obligation	<u>\$325,000</u>
Contract Amount Unfunded	<u>\$180,600</u>

and,

WHEREAS, additional authorization, for your issuance of work orders to effect INS site rehabilitation and construction, was given you by Contracting Officer letter dated 21 September 1961 (OXC-2256), without further increase or decrease in estimated cost, fixed fee, or contract funds obligated, and,

WHEREAS, by virtue of the disassociation of [redacted] from Contractor's employ on or about 30 October 1961, the Government did on 6 November 1961 (TWX 5045, OUT 03456) terminate this contract for the convenience of the Government, and,

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WHEREAS, by letter from the Contracting Officer dated 8 November 1961 (OXC-2562) the Contractor was authorized to continue reasonable and necessary effort through 30 November 1961 to complete those phases of work therein more specifically defined, and,

WHEREAS, all work and services authorized under this contract and the aforesaid termination notice have been performed, including administrative and accounting services of [] an IFI employee retained for the period 1 to 15 December 1961 to complete contract administration and accounting services under this contract (for which services the contractor is entitled to lump sum payment of \$300.00), and,

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WHEREAS, the parties hereto have negotiated and mutually agreed as to total reimburseable costs and total fixed fee payable hereunder in view of the aforesaid termination, such agreement as to reimburseable costs having been predicated upon an advisory Government audit of all Contractor's claimed costs, and,

WHEREAS, delivery to the Government has been effected of all Government-owned property, whether Government-furnished or Contractor generated hereunder, and of a satisfactory final report summarizing all work and findings accomplished hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contractor elects and the Government concurs to make final settlement hereunder on a "no-cost" termination claim basis, subject only to reimbursement of Contractor's invoiced contract costs and fee as hereafter set forth.

2. Effective as of the date hereof the contract estimated cost is reduced from \$471,880.00 to \$231,267.83 and the fixed fee from \$33,720.00 to \$19,286.00.

3. The Contractor having been previously reimbursed \$219,649.65 on account of incurred and allowable costs plus \$11,486.32 on account of earned fee, it is hereby agreed that the Contractor will submit a final (10th) invoice of \$19,417.86 (consisting of the balance of allowable costs of \$11,618.18 and unpaid balance of fixed fee of \$7,799.68), upon the reimbursement of which invoiced amount the Contractor for itself and its assigns hereby releases and forever discharges the Government, without any exceptions, for any and all other and further claims of whatsoever kind or nature.

4. The above-mentioned Contracting Officer's letters, dated 6 September 1961, 21 September 1961, and 8 November 1961 and the Termination Notice, dated 8 November 1961, are hereby incorporated herein by reference and made a part of this contract.

5. Contractor hereby warrants that there are no outstanding and unpaid subcontracts hereunder and agrees to hold the Government harmless from any claims or liens of materiel-men or others arising out of performance of this contract.

6. It is agreed that the high level of security restrictions prevailing under the terms of and during the performance of this contract shall continue in full force and effect respecting any and all disclosures of technology developed, operational goals, work and findings accomplished, and association with the procuring activity.

7. It is further agreed that physical security standards for stowage of any classified documentation, reports, drawings, etc., will be henceforth maintained as directed by the Security Office of the procuring activity. Such documentation, if any, retained by the Contractor may at any time be delivered to the Contracting Officer for safekeeping, to be thereafter available to the Contractor's inspection upon reasonable request therefor.

8. Contractor represents that no patentable inventions were conceived or first reduced to practice under this contract.

9. Please indicate your receipt and acceptance of this Amendment No. 3 by executing the original and two copies hereof. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours.

Contracting Officer

ACKNOWLEDGED AND ACCEPTED
INFORMATION FIDELITY INCORPORATED

BY

HERBERT I. MILLER

TITLE President

DATE

19 Jan 1962

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